

**EXHIBIT HHH**

11-20-2007 08:34

From: Weinberg, Roger &amp; Rosenfeld

3371023

T-784 P.001/003 F-082

**WEINBERG, ROGER & ROSENFELD**

**A Professional Corporation**  
**1001 Marina Village Parkway, Suite 200**  
**Alameda, CA 94501-1091**

Voice: 510.337.1001

Fax: 510.337.1023

**DATE: Tuesday, November 20, 2007**

Confirmation: MPB

**FROM: W. Daniel Boone****PLEASE DELIVER AS SOON AS POSSIBLE TO:**

<b>RECIPIENT:</b>	<b>FAX #</b>	<b>PHONE #</b>
Thomas Angelo Arbitrator	(415) 380-9792	(415) 381-1701
Laurence R. Arnold Foley & Lardner LLP	(415) 434-4507	(415) 984-9819 (Direct)

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11-20-2007 08:34

From: Weinberg, Roger &amp; Rosenfeld

3371023

T-794 P.002/003 F-082

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W. DANIEL BOONE  
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MANUARI CHANLA  
KRISTINA M. ZIMMER  
JANNAH V. MANANSALA  
MANUEL A. BORGES

PATRICIA M. GATES, Of Counsel  
ROBERTA D. PERKINS, Of Counsel

• Also admitted in Arizona  
• Admitted in Hawaii  
••• Also admitted in Nevada  
•••• Also admitted in Idaho

November 19, 2007

Thomas Angelo  
Arbitrator  
P.O. Box 1937  
Mill Valley, CA 94942

Laurence R. Arnold  
Foley & Lardner LLP  
One Maritime Plaza, 6th Floor  
San Francisco, CA 94111-3409

Re: Stanford Hospital & Clinics/Lucile Packard Children's Hospital  
and  
SEIU Local 715 (Victor Acosta)  
FMCS Case No.: 070420-55892-A

Dear Gentlemen:

This letter is jointly addressed to Arbitrator Angelo, and employer attorney Arnold, because Mr. Arnold sent a copy of his November 7, 2007 letter to Barbara Chisholm to the Arbitrator.

First, Mr. Angelo, you should know that this firm represents the Union in this case. Our office participated in striking from the FMCS list with Mr. Arnold for your selection. We informed you of your selection by letter dated May 16, 2007, I am the attorney assigned to advocate this case on behalf of the Union on November 28, 2007.

The collective bargaining agreement is entered into between Stanford Hospital and Clinics and SEIU Local 715. I will be appearing and stating my appearance on behalf of SEIU Local 715. I made exactly that statement of appearance in a recent arbitration on a different discharge case with Mr. Arnold, and without incident. Although I am sure that Mr. Arnold would like to know whether and how much I am being paid for this arbitration, it is none of his business.

In addition, a Union representative will appear with me and the grievant at the arbitration. Mr. Arnold has a separate agenda, the nature of which is something of a mystery to me, but the designation of the Union representative appearing on this case is not for Mr. Arnold to question or challenge. Whether it be during collective bargaining negotiations, or at arbitration, each party may designate its representative.

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Dr. S. 1

11-20-2007 09:34 From:Weinberg, Roger & Rosenfeld

3371023

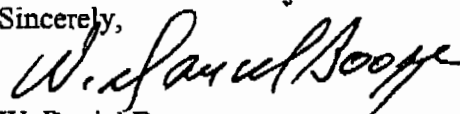
T-704 P.003/003 F-002

November 19, 2007  
Thomas Angelo  
Laurence R. Arnold  
Page 2

By this letter, I request that Arbitrator Angelo communicate to the employer and to Mr. Arnold that the November 28, 2007 arbitration will proceed regardless of Mr. Arnold's protestations about my appearance, the payment arrangements between our office and the Union, and the identity of the party representative for the Union.

Finally, because it appears that Mr. Arnold may refuse to appear and participate, we request that the arbitration be held in our offices in Alameda, so that it may go ahead even if the employer refuses to participate or cooperate. Of course, if the "objections" are withdrawn, then we can proceed in a proper, mature labor-relations fashion.

Sincerely,



W. Daniel Boone

WDB/MPB  
opeiu 3 afl-cio(1)  
Enclosure  
115888/476051

**FOLEY****FOLEY & LARDNER LLP****ATTORNEYS AT LAW**

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CLIENT/MATTER NUMBER  
085437-3044

June 18, 2007

**VIA FACSIMILE AND U.S. MAIL**

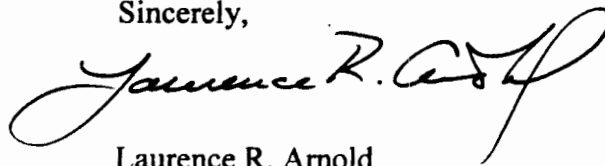
Barbara J. Chisholm  
Altshuler, Berzon LLP  
177 Post Street, Suite 300  
San Francisco, CA 94108

**Re: SEIU, Local 715**

Dear Ms. Chisholm:

As you know, Foley & Lardner LLP, and the undersigned, represent Stanford Hospital & Clinics and Lucile Packard Children's Hospital in their labor matters. This letter confirms our telephone conversation of earlier today, in which you advised me that you, and your firm, now represent "the Trustee" appointed by the International for SEIU Local 715, and that, inasmuch as the Trustee would stand in the shoes of the officers and directors of that local, you represent Local 715. This further confirms that you advised that all future correspondence, communications, or inquiries that Stanford Hospital & Clinics and Lucile Packard Children's Hospital, or this firm on their behalf, might direct to legal counsel regarding or involving Local 715 should be addressed to you.

Sincerely,



Laurence R. Arnold

LRA:sey

cc: Laurie Quintel

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June 26, 2007

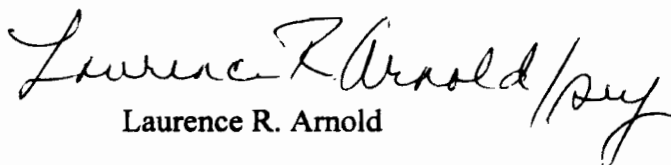
Thomas Angelo  
Labor Arbitrator  
Post Office Box 1937  
Mill Valley, CA 94942

**Re: Stanford Hospital & Clinics and SEIU Local 715  
F.M.C.S. Case No. 070420-55892-A**

Dear Mr. Angelo:

We have been advised that Weinberg, Roger & Rosenfeld is no longer representing Local 715, and that new counsel is Barbara J. Chisholm, of Altshuler Berzon LLP. While we are sorting through this and other issues, the above referenced arbitration has not yet been scheduled. You have offered the following dates: 10/10/07, 11/28/07, 12/12/07. By copy of this letter we are advising Ms Chisholm of these dates so that she may respond as to her availability, or that of one of her colleagues, on these dates.

Sincerely,



Laurence R. Arnold

LRA:sey

cc: Laurie Quintel

Barbara J. Chisholm  
Altshuler Berzon LLP  
177 Post Street, Suite 300  
San Francisco, CA 94108

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Ex. 3

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**FOLEY & LARDNER LLP**  
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ROBERTA D. PERKINS, Of Counsel  
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• Also admitted in Arizona  
• Admitted in Hawaii  
• Also admitted in Nevada

August 11, 2006

Larry Arnold  
Foley & Lardner  
One Maritime Plaza, Sixth Floor  
San Francisco, CA 94111-3404

Re: SEIU United Healthcare Workers-West and SEIU Local 715  
Stanford Medical Center

Dear Mr. Arnold:

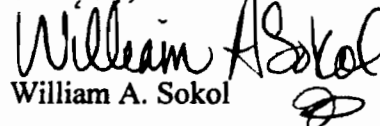
Enclosed please find a copy of the Servicing Agreement with respect to the Stanford Medical Center Bargaining Unit, between Local 715 and UHW.

I am sending this to you at your request, so there will be no further confusion concerning this matter, and so that henceforth, the Employer will understand and recognize the fact that SEIU Local 715 is the bargaining representative, but is being aided by UHW.

Lest it is not apparent from the document, it is modeled directly and completely on servicing agreements approved by the NLRB.

I trust this will resolve this henceforth.

Sincerely,

  
William A. Sokol

WAS/rfb

opeiu 3 afl-cio(1)

Enclosure

cc: Greg Pullman  
Kristy Sermersheim  
John Borsos  
Sal Rosselli

1/430729



## **SERVICING AGREEMENT**

This **SERVICING AGREEMENT** is entered into between Local 715 ("Local 715") and SEIU UHW ("UHW").

WHEREAS, Local 715 and UHW recognize that the core jurisdiction represented by Local 715 includes public sector employees and that the core jurisdiction of UHW includes health care employees; and

WHEREAS, Local 715 and UHW recognize that the professional services provided by each organization are most highly developed in regard to their core jurisdictions; and

WHEREAS, Local 715 is the sole and exclusive collective bargaining representative for a unit of employees at the Stanford Hospital facility ("Stanford facility"); and

WHEREAS, Local 715 wishes to obtain for its members at the Stanford facility the professional services available through UHW, and UHW is willing to make its professional services available to Local 715's members at the Stanford facility; now,

THEREFORE, it is **AGREED** as **FOLLOWS**:

1. **Effective Date**

The terms of this Servicing Agreement shall become effective on March 1, 2006.

2. **Cost of Services**

For a period running concurrently with the existing collective bargaining agreement between Local 715 and the Stanford facility, UHW shall provide the professional services outlined herein at no cost to Local 715. Thereafter, if this Agreement is extended, Local 715 shall reimburse UHW for the costs of the services outlined herein from the dues and agency fees collected by UHW for each Local 715 member affected by this Agreement.

3. **Duration of Agreement**

This Servicing Agreement shall be effective on March 1, 2006 and shall remain in full force and effect until the end of the current collective bargaining agreement between Local 715 and the Stanford facility. The duration of this Servicing Agreement may be mutually extended by the parties. Additionally, this Agreement can be altered, amended, or rescinded by the mutual agreement of the parties. Either party may unilaterally terminate this Agreement by giving three months notice to the other party.



4. **Services Provided By UHW**

For the duration of this Servicing Agreement, UHW's staff, acting as designated agents of Local 715, shall provide the following professional services to Local 715 for its members at the Stanford facility:

Representation in the grievance procedure and at arbitration hearings

Representation at labor-management meetings

Assistance to members appearing before the National Labor Relations Board on behalf of the Local 715 Chapter at the Stanford facility.

5. **Oversight By Local 715**

The UHW staff member assigned to the day-to-day servicing of the Stanford facility unit will meet on a regular basis with an officer of Local 715 to review the status of representation matters within the unit. In addition, UHW will provide Local 715 with advance notice of all membership meetings and site visits and clear all correspondence with Local 715. The parties acknowledge that Local 715 has the ultimate responsibility for collective bargaining matters on behalf of the Stanford facility unit.

6. **Services Provided By Local 715**

For the duration of this Agreement, Local 715 shall continue to administer the collection of membership dues, and shall have access to, and may assist with, all membership meetings, and shall have access to all records associated with the bargaining unit.

7. **Designation of Agency Status**

Local 715 shall notify the Employer in writing of its designation of the appropriate employees of UHW to serve as the agents of Local 715 in providing services to Local 715's membership at the Stanford facility.

Should the Employer challenge or refuse to accept the legitimacy of this Servicing Agreement, the parties will cooperate in processing the legal actions necessary to its enforcement. (This may include filing an unfair labor practice charge under the name of Local 715). UHW will provide professional assistance in this process. During the pendency of this process, Local 715 will continue to provide representation and the administration of all aspects of the collective bargaining agreement through its own staff until such matter is resolved.

8. **Chapter Structure and Members' Rights**

a) Following the implementation of this Servicing Agreement, Local 715's unit at the Stanford facility shall maintain the same officers and other employee-representatives, under the same internal Chapter structure that existed prior to implementation of this Agreement;

b) Following implementation of this Servicing Agreement, Local 715 members at the Stanford facility will continue to be full members of Local 715, with the right to vote in Local 715 elections and otherwise participate in Local 715's affairs. Employees in the bargaining unit will be offered Associate Member status with UHW but shall keep whatever membership rights are accorded them under the Local 715 by-laws and the Service Employees nternational Union constitution;

c) Nothing herein shall prohibit UHW from permitting Local 715's Chapter leaders or members from the Stanford facility to participate in UHW educational functions, or appearing as guests at other UHW functions.

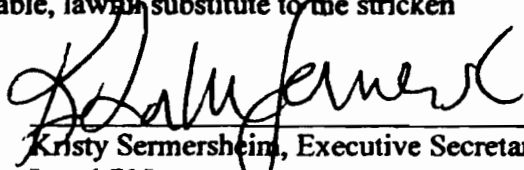
9. Severability

The parties hereto believe that all provisions of this Servicing Agreement comply with applicable law. However, should any position of this Agreement be found illegal by any tribunal of competent jurisdiction, this shall not affect the remainder of the Agreement. Rather, the parties shall promptly meet to negotiate an acceptable, lawful substitute to the stricken provisions.

  
\_\_\_\_\_  
Sal Roselli, President, UHW

Date

2/18/06

  
\_\_\_\_\_  
Kristy Sermersheim, Executive Secretary,  
Local 715

Date

2/20/2006

# FOLEY

FOLEY & LARDNER LLP

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CLIENT/MATTER NUMBER  
085437 3044

August 29, 2006

**VIA FACSIMILE AND U.S. MAIL**

Kristy Sermersheim  
Executive Secretary  
SEIU Local 715  
2302 Zanker Road  
San Jose, CA 95131-1115

**Re: SEIU Local 715 and SEIU-UHW Representation Issues**

Dear Ms. Sermersheim:

Stanford Hospital & Clinics and Lucile Packard Children's Hospital have received and reviewed the "service agreement," copies of which both Greg Pullman and your counsel forwarded. From a review of that document, as well as a review of other documents relating to purported SEIU Local 715 representation by SEIU-UHW representatives, and a comparison of the scope of the duties and relationships between the two organizations as outlined in the agreement provided against the activities engaged in by the persons apparently assigned by SEIU-UHW to the Hospitals, the Hospitals do not believe that the actual arrangements between the unions comport with those set forth in the document. Accordingly, the Hospitals reconfirm their previous communication to Mr. Pullman that they do not recognize the purported service agreement; nor do they recognize as representatives of SEIU Local 715 any personnel from SEIU-UHW.

As also previously communicated to Mr. Pullman, if you wish to assign personnel employed directly by SEIU Local 715 to provide representational functions on behalf of the employees represented exclusively by SEIU Local 715, please notify the Hospitals of the names of those employees of SEIU Local 715. Until then, the Hospitals will continue to abide by their duty to recognize and deal with SEIU Local 715 through the stewards appointed by SEIU Local 715.

In the past, the Hospitals have forwarded correspondence received from SEIU-UHW personnel to Mr. Pullman and have directed responses thereto to him as well, as if the correspondence was received from him initially. In response, they receive further correspondence from the SEIU-UHW personnel. Going forward, and effective immediately, all future correspondence, purported grievances, referrals to arbitration and other communications received from any individuals other than Local 715 employees, designated stewards (or individual employees in the bargaining unit as contemplated by Article 26, with respect to the filing and informal

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FOLEY & LARDNER LLP

Kristy Sermersheim

August 29, 2006

Page 2

resolution of grievances) will be disregarded as not properly sent on behalf of Local 715. In order to avoid problems in resolving issues properly addressed between the Hospitals and the bargaining representative of the unit employees, and to avoid missing the deadlines on grievances, etc., please have the stewards handle all communications regarding such matters unless and until you appoint SEIU Local 715 personnel to handle such matters. Please also advise whether you would like inquiries, notices and other communications initiated by the Hospitals on matters that fall within the realm of collective bargaining or the parties' contractual commitments and obligations, to be directed to you, to Mr. Pullman, to the stewards, or to some other Local 715 employee.

Finally, this is also to advise that the Hospitals will not participate in any meetings or proceeding attended by persons who are employed by SEIU-UHW, and that the Hospitals do not recognize employees of SEIU-UHW as representatives of SEIU Local 715 for purposes of access to Hospital premises.

The Hospitals understand that a reorganization is being imposed upon the various locals of SEIU in California by the International, and that you may have little flexibility or autonomy in these matters, which appear to have been already determined at the International level. However, the Hospitals are obligated to recognize SEIU Local 715, and only SEIU Local 715, as the exclusive representative of the unit employees unless and until proper steps have been taken to change the representative, and doing so *de facto* through a purported service agreement is not the appropriate method.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurence R. Arnold', written over a horizontal line.

Laurence R. Arnold

LRA:sey

cc: Laurie Quintel





FOLEY &amp; LARDNER LLP

AT NEYS AT LAW

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CC:	PHONE #:	FAX #:
Laurie Quintel Stanford Hospital & Clinics	(650) 725-2770	(650) 723-2370

From : Laurence R. Arnold  
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CC:	PHONE #:	FAX #:
Laurie Quintel Stanford Hospital & Clinics	(650) 725-2770	(650) 723-2370

From : Laurence E. Arnold  
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 Sender's Direct Dial : 415 984 9819  
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June 14, 2007

*Via Facsimile and U.S. Mail*

Laurie J. Qunitel, Director - Employee and Labor Relations  
Stanford Hospital and Clinics  
300 Pasteur Drive M/C 5513  
Stanford, CA 94305-5513

Dear Ms. Qunitel:

On June 8, 2007, the International President of the Service Employees International Union ("SEIU"), CtW, CLC, Andrew L. Stern, acting pursuant to Article VIII, Section 7 of the International Union's Constitution and Bylaws and applicable federal law, took control of all operations of SEIU Local 715 ("Local 715"). A copy of the official Trusteeship Order is attached hereto.

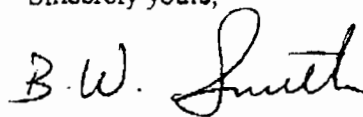
All officers of Local 715 have been removed. President Stern appointed me as the Trustee with full authority to act on behalf of Local 715.

Effective June 8, 2007, all matters relating to the representation of the employees of your organization under the Local 715 collective bargaining agreement will be handled under my direction. We intend to fulfill all of our collective bargaining obligations, and expect no interruption in the provision of services to our members.

All servicing agreements to which Local 715 is a party will remain in full force and effect in every respect, without any change whatsoever. Accordingly, Kim Tavaglione, Joceyln Olick, and Ella Hereth will continue to be the representative responsible for servicing your facility.

If you have any questions, please feel free to call me at 408-316-4460.  
Thank you.

Sincerely yours,

  
Bruce W. ("Rusty") Smith  
International Trustee

Attachment



June 8, 2007

**TO WHOM IT MAY CONCERN:**

In accordance with the powers vested in me by the Constitution and Bylaws of the Service Employees International Union, CIO, CLC, I have appointed Bruce W. Smith as Trustee over the affairs of SEIU Local 715, effective immediately.

The Trustee will have charge of the affairs of the Local Union until relieved of responsibility by me.

The Trustee will be governed by the provisions of the Service Employees International Union Constitution and Bylaws and the provisions of applicable law.

Sincerely,

Andrew d. Stern

**Andrew L. Stern**  
**International President**

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
ETW, CLC

800 Massachusetts Ave NW  
Washington DC 20036

402 740 7000

202 730 7481

www.SEIU.org



www.seiu715.org

# LOCAL 715

SERVICE EMPLOYEES INTERNATIONAL UNION

July 26, 2007

CERTIFIED MAIL 7007 0220 0001 4286 9248

Laurie J. Quintel, Director  
Employee and Labor Relations  
Stanford Hospital and Clinics  
300 Pasteur Drive – M/C 5513  
Stanford, CA 94305-5513

Dear Ms. Quintel:

In my letter of June 18, 2007, received in your office on June 20, 2007, I informed you that SEIU President Andrew Stern has placed Local 715 into trusteeship and has appointed me trustee and that, "all matters relating to the representation of the employees or your organization under the Local 715 collective bargaining agreement will be handled under my direction."

I further informed you that the representatives assigned to represent Local 715 members and Stanford and Lucille Packard Hospitals and Clinics were Kim Tavaglione, Jocelyn Olick, and Ella Hareth.

At this time, please add Michelle (Chelli) Guzman to the list of authorized representatives of Local 715 pursuant to the servicing agreement with United Healthcare Workers – West.

If you have any questions, please feel free to call me at 408-316-4460.

Sincerely yours,

B. W. (Rusty) Smith  
International Trustee

C: Kim Tavaglione  
JJ Johnston  
Bill Sokol  
BJ Chisholm

BW:ch 8/2007SEIU/Local715-Trusteeship-Stanford-LQuintelltrerepresent-072607

**San Jose Office:** 2302 Zanker Road, San Jose, CA 95131-1115 • (408) 954-8715 • Fax (408) 954-1538  
**Redwood City Office:** 891 Marshall Street, Redwood City, CA 94063 • (650) 365-8715 • Fax (650) 365-7956  
**Stanford Office:** P.O.Box 19152, Stanford, CA 94309 • (650) 723-3660 • Fax (650) 723-3650

Affiliated SEIU 1972

August 1<sup>st</sup>, 2007

Bruce W. Smith  
2302 Zanker Road  
San Jose, CA. 95131

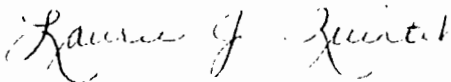
Re: Your letters of June 14th, 2007 and July 26th, 2007

Dear Mr. Smith:

I am in receipt of your letters stating that you have been appointed as a Trustee of SEIU, Local 715. As we have previously indicated, based upon information we have received, Local 715 ceased to exist as a separate ongoing operational entity on March 1, 2007, and despite the very belated provision of a partial response to our requests for information received from your legal counsel, we do not have information that would warrant a different conclusion. Accordingly, we are unable to assess the legitimacy of your appointment, or determine precisely what it is that you, as a Trustee, would preside over in that capacity.

In any event, with regard to your statement in your June 14th letter that "[a]ll servicing agreements to which Local 715 is a party will remain in full force and effect without change whatsoever," almost eleven (11) months ago we confirmed, by letter to SEIU Local 715 dated August 29, 2006, that we did not and "do not recognize the purported service agreement; nor do [we] recognize as representatives of SEIU Local 715 any personnel from SEIU-UHW." Thus, we do not recognize Ms. Guzman, or any of the other individuals you name, who were long ago rejected along with the service agreement. Whether or not the "appointment" of a Trustee is legitimate, that appointment in no way affects our earlier rejection of that service agreement, which occurred prior to the merger of Local 715, by direction of the International, into the new regional local, Local 521.

Sincerely,



Laurie J. Quintel  
Director, Employee & Labor Relations





**ATTORNEYS AT LAW**

ONE MARITIME PLAZA, SIXTH FLOOR  
SAN FRANCISCO, CA 94111-3409  
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415.434.4507 FAX  
[www.foley.com](http://www.foley.com)

WRITER'S DIRECT LINE  
415.984.9819  
[larnold@foley.com](mailto:larnold@foley.com) EMAIL

CLIENT/MATTER NUMBER  
085437-3044

August 24, 2007

**VIA FACSIMILE AND U.S. MAIL**

Barbara J. Chisholm  
Altshuler, Berzon LLP  
177 Post Street, Suite 300  
San Francisco, CA 94108

**Re: Service Employees International Union, Local 715 and  
Stanford Hospital & Clinics and Lucile Packard Children's Hospital**

Dear Ms. Chisholm:

As you know, you previously advised us that you had been retained to represent SEIU, Local 715, and its Trustee. Since that time, however, you have made no appearances in any matters involving Local 715 and Stanford Hospital & Clinics and Lucile Packard Children's Hospital and, of late, have declined to respond to correspondence with respect to matters relating to Local 715. On the other hand, on every occasion that legal representation has been required since receipt of your notification, legal representation for Local 715 has been by an attorney from Weinberg, Roger & Rosenfeld. Most recently, Mr. Harrington of that firm has purported to be representing Local 715 in connection with a demand for bargaining.

Stanford Hospital & Clinics and Lucile Packard Children's Hospital were also advised by the purported trustee of Local 715 that the Service Agreement previously entered into between Local 715 and SEIU-UHW remains in place. Pursuant to that Service Agreement, SEIU-UHW is to provide all representational activities and representation, which would include legal representation. Please advise again whether Altshuler, Berzon LLP represents SEIU, Local 715, and, if so, whether Weinberg, Roger & Rosenfeld is providing representation for SEIU-UHW under the "Service Agreement" entered into between UHW and SEIU, Local 715.

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7-24-07



FOLEY & LARDNER LLP

Barbara J. Chisholm

August 24, 2007

Page 2

Your prompt reply is required and will be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurence R. Arnold', written in a cursive style.

Laurence R. Arnold

LRA:sey

cc: Laurie Quintel



FOLEY & LARDNER LLP

**ATTORNEYS AT LAW**

ONE MARITIME PLAZA, SIXTH FLOOR  
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Barbara J. Chisholm Altshuler, Berzon LLP	(415) 421-7151	(415) 362-8064

**From :** Laurence R. Arnold  
**Email Address :** larnold@foley.com  
**Sender's Direct Dial :** 415.984.9819  
**Date :** August 24, 2007  
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En. 6/26/08

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415.984.9819  
[larnold@foley.com](mailto:larnold@foley.com) EMAIL

CLIENT/MATTER NUMBER  
085437-3044

October 5, 2007

**VIA FACSIMILE AND U.S. MAIL**

Barbara J. Chisholm  
Altshuler, Berzon LLP  
177 Post Street, Suite 300  
San Francisco, CA 94108

**Re: Service Employees International Union, Local 715 and  
Stanford Hospital & Clinics and Lucile Packard Children's Hospital**

Dear Ms. Chisholm:

I enclose a copy of a letter that was faxed and mailed to you on August 24, 2007. To date, I have received no response whatsoever from you, or even acknowledgment that you received the letter. Please respond promptly to the inquiries made in the attached letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurence R. Arnold', with a stylized flourish at the end.

Laurence R. Arnold

LRA:sey

cc: Laurie Quintel

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**From :** Laurence R. Arnold  
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10/05/2007 14:02 FAX 4154344507

CANNON

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\*\*\* TX REPORT \*\*\*  
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Date : October 5, 2007  
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User ID No : 0034

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WRITER'S DIRECT LINE  
415.984.9819  
larnold@foley.com EMAIL

CLIENT/MATTER NUMBER  
085437-3044

October 16, 2007

**VIA FACSIMILE AND U.S. MAIL**

Barbara Chisholm  
Altshuler Berzon LLP  
177 Post Street, Suite 300  
San Francisco, CA 94108

**Re: Stanford Hospital & Clinics/ Lucile Packard Children's Hospital's  
Information Request Concerning SEIU Local 715**

Dear Ms. Chisholm:

I am in receipt of your letter of October 9, 2007 in which you advise that you will not respond on behalf of "Local 715" to my request, made on behalf of Stanford Hospital & Clinics and Lucile Packard Children's Hospital, that you specify whether the firm of Weinberg, Roger & Rosenfeld appears and acts on behalf of "Local 715" as counsel retained directly and exclusively by "Local 715," or rather is acting on behalf of "Local 715" in its capacity as counsel for SEIU-UHW and pursuant to the purported "service agreement" between "Local 715" and SEIU-UHW. In the event you declined to respond because you believe that the request should have been made directly to Bruce Smith, "Trustee" of "Local 715," please forward my request to him for his reply. I addressed the request to you, as I believe it proper for counsel to communicate with counsel and not directly with Mr. Smith.

You have previously advised me that you represent Mr. Smith, the "Trustee" appointed by Andrew Stern, President of SEIU International, to take over the affairs of "Local 715," and thus represent "Local 715." By letter dated June 14, 2007, Stanford Hospital & Clinics and Lucile Packard Children's Hospital were advised directly by Mr. Smith of his "appointment," and also that "[a]ll servicing agreements to which Local 715 is a party will remain in full force and effect in every respect, without any change whatsoever." Mr. Smith was subsequently informed by my client that the servicing agreement between "Local 715" and SEIU-UHW had previously been rejected, and that his appointment did nothing to alter that rejection.

You also advised my client, by letter dated June 18, 2007, that pursuant to the SEIU International Constitution and By-Laws, all officers and directors of "Local 715" had been removed (which assumes that there were any officers and directors to be removed at the time), and that "Local 715" has no employees.

The service agreement provides that SEIU-UHW will provide professional services to "Local 715" for, among other things, "[r]epresentation in the grievance procedure and at

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Barbara Chisholm  
October 16, 2007  
Page 2

arbitration hearings. Such representation is to be provided at no cost to "Local 715." SEIU-UHW has historically utilized legal counsel, specifically the firm of Weinberg, Roger & Rosenfeld, to provide representation at arbitration hearings.

In view of your refusal to respond to the request concerning the capacity in which Weinberg, Roger & Rosenfeld acts when it represents "Local 715" in arbitration proceedings, my client can only conclude that your refusal was motivated by the knowledge that Stanford Hospital & Clinics and Lucile Packard Children's Hospital long ago rejected the servicing agreement between "Local 715" and SEIU-UHW, and have since refused to deal with any person purporting to act for UHW pursuant to that agreement. Thus, rather than confirming that Weinberg, Roger & Rosenfeld is acting pursuant to the servicing agreement and not directly on behalf of "Local 715," you have chosen to decline to respond.

We can appreciate the professional dilemma that in all likelihood has been presented to you by this request for information. However, in view of the fact that you decline to respond on behalf of your client, and unless and until I receive the information requested from Mr. Smith in the event your refusal to respond was on the basis that the request should have been referred to him, Stanford Hospital & Clinics and Lucile Packard Children's Hospital must conclude that Weinberg, Roger & Rosenfeld is acting pursuant to its ongoing relationship as counsel to SEIU-UHW, and is providing its services pursuant to the previously rejected servicing agreement. Accordingly, Stanford Hospital & Clinics and Lucile Packard Children's Hospital will not proceed to select arbitrators with the firm of Weinberg, Roger & Rosenfeld, or to go forward on the record in any arbitration hearing at which that firm appears, unless and until it receives assurances that Weinberg, Roger & Rosenfeld is not providing services pursuant to the servicing agreement to which Mr. Smith referred in his letter of June 14, 2007 (nor pursuant to any other servicing agreement a copy of which has not been provided to Stanford Hospital & Clinics and Lucile Packard Children's Hospital by letter dated June 14, 2007), but rather is appearing directly on behalf of "Local 715."

By this letter, Stanford Hospital & Clinics and Lucile Packard Children's Hospital are not refusing to arbitrate, but rather are only refusing to recognize and deal with any person acting on behalf of SEIU-UHW pursuant to the previously rejected servicing agreement.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Laurence R. Arnold', with a stylized flourish at the end.

Laurence R. Arnold

LRA:sey

cc: Laurie Quintel

**ATTORNEYS AT LAW**

ONE MARITIME PLAZA, SIXTH FLOOR  
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**From :** Laurence R. Arnold  
**Email Address :** larnold@foley.com  
**Sender's Direct Dial :** 415.984.9819  
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**From :** Laurence R. Arnold**Email Address :** larnold@foley.com**Sender's Direct Dial :** 415.984.9819**Date :** October 16, 2007**Client/Matter No :** 085437-3044**User ID No :** 0034**MESSAGE:**





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foley.com

WRITER'S DIRECT LINE  
415.984.9819  
larnold@foley.com EMAIL

CLIENT/MATTER NUMBER  
085437-3080

November 7, 2007

Barbara J. Chisholm  
Altshuler, Berzon LLP  
177 Post Street, Suite 300  
San Francisco, CA 94108

**Re: Stanford Hospital & Clinics/Lucile Packard Children's  
Hospital and SEIU, Local 715 (Victor Acosta)  
F.M.C.S. Case No.: 070420-55892-A**

Dear Ms. Chisholm:

This is to advise you that in connection with the arbitration of the grievance of Victor Acosta, scheduled for November 28, 2007, Stanford Hospital & Clinics and Lucile Packard Children's Hospital are invoking and insisting upon compliance with the provisions of Section 26.7.8 of Article 27, Grievance And Arbitration Procedure, which provide that:

Arbitration hearings conducted pursuant to this Article will be closed unless the parties mutually agree otherwise in advance and in writing.

The Hospitals do not agree to waive this provision. Therefore, the only persons entitled to be present in the hearing will be Victor Acosta, counsel for the parties, representatives employed by the parties, and witnesses during the time they are testifying.

As you know from prior correspondence, the Hospitals long ago expressly rejected in writing a purported service agreement between SEIU Local 715 and SEIU-UHW, pursuant to which SEIU-UHW was to provide representation for the bargaining unit on behalf of SEIU, Local 715. Neither Local 715 nor UHW took any action upon such rejection to enforce that agreement, as specifically called for and required under the purported service agreement. Of course, the legitimacy and enforceability of a service agreement entered into by and between Local 715 and another union is not a matter that is arbitrable under the collective bargaining agreement, as the collective bargaining agreement provides that the Hospitals recognize SEIU, Local 715 as the "sole and exclusive representative," and contains no reference to SEIU-UHW or to service agreements with other unions. Rather, the question of whether SEIU, Local 715 may properly designate another

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Er Ex 12





FOLEY & LARDNER LLP

Barbara J. Chisholm

November 7, 2007

Page 2

union to act on its behalf in a manner that obligates the Hospitals to deal with such representatives is one to be decided by the National Labor Relations Board.

Despite the prior rejection of the service agreement, the trustee purportedly appointed to take over SEIU, Local 715 informed the Hospitals, by letter dated June 14, 2007, that he considered the rejected service agreement to "remain in full force and effect in every respect, without any change whatsoever." Since that rejected agreement provided that SEIU-UHW would provide professional services in connection with the grievance procedure and at arbitration hearings, at no charge to SEIU, Local 715, the Hospitals can only take the trustee's letter to mean that any services that might be rendered by Weinberg, Roger & Rosenfeld, who are counsel to SEIU-UHW, would be rendered pursuant to the rejected service agreement. This is particularly so in view of SEIU, Local 715's refusal to respond to the Hospitals' request that SEIU, Local 715 inform them of the nature of Weinberg, Rogers & Rosenfeld's representation (*i.e.*, as counsel retained by SEIU, Local 715 directly, or as counsel to UHW, providing services on its behalf pursuant to the rejected service agreement).

Accordingly, while the Hospitals are prepared to proceed to arbitrate the grievance, they will not proceed with any hearing at which a representative of UHW appears. This includes counsel from Weinberg, Roger & Rosenfeld, unless you or the trustee first represent to the Hospitals in writing that the firm of Weinberg, Roger & Rosenfeld is retained directly by SEIU, Local 715, and that it is not appearing in any manner pursuant to the rejected service agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurence R. Arnold', with a stylized flourish at the end.

Laurence R. Arnold

LRA:sey

cc: Laurie Quintel  
Thomas Angelo



FOLEY & LARDNER LLP

Barbara J. Chisholm

November 7, 2007

Page 3

bcc: Melissa Burke



**ATTORNEYS AT LAW**

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WRITER'S DIRECT LINE  
415.984.9819  
larnold@foley.com EMAIL

CLIENT/MATTER NUMBER  
085437-3088

November 9, 2007

**VIA FACSIMILE AND U.S. MAIL**

Bruce W. ("Rusty") Smith  
"Trustee"  
SEIU, Local 715  
2302 Zanker Road  
San Jose, CA 95131-1115

**Re: Stanford Hospital & Clinics/Lucile Packard Children's Hospital  
(Services of Weinberg, Roger & Rosenfeld)**

Dear Mr. Smith:

On June 14, 2007, you wrote to Laurie Quintel to advise that you had been appointed as "trustee" of "SEIU, Local 715" pursuant to the International President's "emergency powers." In that same letter, you indicated that it was your intention that all service agreements entered into by SEIU, Local 715 with other locals remain in full force and effect without change whatsoever, and informed Ms. Quintel that certain employees of SEIU-UHW were considered by you to be the representatives responsible for Stanford Hospital & Clinics and Lucile Packard Children's Hospital (the "Hospitals"). By letter dated August 1, 2007, Ms. Quintel responded to your letter informing you that the Hospitals had previously rejected the purported service agreement between SEIU, Local 715 and SEIU-UHW, and your appointment as "trustee" did not affect that rejection.

Shortly after your correspondence to Ms. Quintel, I learned that Barbara Chisholm of Altshuler Berzon LLP was representing SEIU Local 715, and later confirmed that fact in a telephone conversation with her, in which she stated that she had been retained by you, and thus represented Local 715. I confirmed her representations by letter to Ms. Chisholm. In that same letter, I confirmed her direction to send all future correspondence regarding Local 715 to her. Since that date, I have received no notification from any source that she no longer represents Local 715, and I have continued to correspond with her as she directed.

Subsequent to confirming that she represents you and the Local, neither she nor her colleagues in Altshuler Berzon have made an appearance in any arbitration, nor has she been involved in any matters relating to the representation of the bargaining unit at the Hospitals. Rather,

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TALLAHASSEE  
TAMPA  
TOKYO  
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FOLEY & LARDNER LLP

Bruce W. ("Rusty") Smith

November 9, 2007

Page 2

all appearances by legal counsel have been by, and all correspondence from legal counsel has come from, attorneys with the firm of Weinberg, Roger & Rosenfeld.

One of the provisions of the service agreement which you have attempted to reaffirm, but which was rejected by the Hospitals, calls for SEIU-UHW to provide professional services in the grievance process and at arbitration hearings, at no cost to SEIU, Local 715. Weinberg, Roger & Rosenfeld represents SEIU-UHW.

As you no doubt know, the Hospitals have serious doubts concerning the status and ongoing existence of SEIU, Local 715, and the legitimacy of your "appointment" as trustee of that purported entity.

Despite those concerns, in view of the fact that the Hospitals have rejected the service agreement between SEIU, Local 715 and SEIU-UHW, and in view of the fact that they have been advised that Altshuler Berzon LLP has been retained to represent SEIU, Local 715, I wrote to Ms. Chisholm, repeatedly, requesting information concerning whether the firm of Weinberg, Roger & Rosenfeld was representing SEIU, Local 715 by virtue of being retained directly by you, or whether it was providing its services on behalf of SEIU-UHW, pursuant to the purported service agreement between that entity and SEIU, Local 715 which you have attempted to unequivocally reaffirm in its entirety and without change. Ms. Chisholm has apparently declined to respond to my inquiries and requests for information. On the chance that she has not forwarded my requests to you, I now make the same request of you, so that the Hospitals might determine the appropriate response.

Please advise whether the firm of Weinberg, Roger & Rosenfeld has been retained directly by you to represent SEIU, Local 715, or whether it is performing service on behalf of SEIU-UHW pursuant to the service agreement which you have reaffirmed, and which provides that SEIU-UHW will provide such services to SEIU, Local 715, at no charge.

As this is simple request, your prompt reply is anticipated and will be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurence R. Arnold', with a long, sweeping flourish extending from the end of the signature.

Laurence R. Arnold

LRA:sey

cc: Laurie Quintel



FOLEY &amp; LARDNER LLP

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Bruce W. ("Rusty") Smith SEIU Local 715	(408) 954-8715	(408) 954-1538

**From :** Laurence R. Arnold  
**Email Address :** larnold@foley.com  
**Sender's Direct Dial :** 415.984.9819  
**Date :** November 9, 2007  
**Client/Matter No :** 085437-3088  
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